

EXHIBIT 1

EXHIBIT 1

1 &

2 IN THE UNITED STATES DISTRICT COURT

3 FOR THE CENTRAL DISTRICT OF UTAH

4 OL PRIVATE COUNSEL,) 30(b)(6) Deposition of
5 LLC, a Utah limited)
liability company,) OL Private Counsel, LLC

) through:

6 Plaintiff,)

) Thomas Olson

7 vs.)

) Civil No. 2:21-CV-00455-DBB

8 EPHRAIM OLSON, an)

9 individual,)

) Judge David Barlow

10) Magistrate Daphne A. Oberg

11 Defendants.)

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14
15
16 February 15, 2023 * 9:00 a.m.

17
18 Location: Fabian VanCott
19 95 South State Street, Suite 2300
20 Salt Lake City, Utah 84111
21

22
23
24 Reporter: Diana Kent, RPR, CRR
25 Notary Public in and for the State of Utah

Page 1

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	Page 2	
1	E X H I B I T S	
2	NUMBER DESCRIPTION PAGE	
3	Exhibit 11 Plaintiff OL Private Counsel, 69	
4	LLC's Second Supplemental	
5	Response to Defendant's First and	
6	Second Set of Discovery Requests	
7		
8	Exhibit 12 Summary of Trust Information 72	
9		
10	Exhibit 13 The CO Spousal Trust dated 78	
11	February 2, 2000	
12	Exhibit 14 Settlement dated March 15, 2005 81	
13	between Bruce Lemons and Bruce	
14	Lemons	
15	Exhibit 15 Trust Settlement dated January 4, 84	
16	1993 between Thomas H. And	
17	Carolyn R. W. Olsen and Jack H.	
18	Olson	
19	Exhibit 16 Settlement dated March 15, 2005 85	
20	between Thomas Olson and Bruce	
21	Lemons	
22	Exhibit 17 Settlement document dated July 87	
23	31, 2006 between Marlene Olson	
24	and Carolyn R.W. Olson	
25	Exhibit 18 Settlement dated September 28, 88	
26	2004 between Bruce Lemons and	
27	1030911 Alberta Ltd.	
28	Exhibit 19 Trust Settlement dated February 91	
29	28, 2992 between Ruth T. Doxey	
30	and Carolyn R.W. Olson and Jack	
31	H. Olson	
32	Exhibit 20 Resolution of the Trustee of 98	
33	Olson Manitoba Conservation Trust	
34		
35	Exhibit 21 The William Bell Hardy Trust 100	
36	dated September 1, 2001	
37	Exhibit 22 OL Private Counsel PTE. LTD 101	
38	Directors' Resolutions in Writing	
39	(Continued).	
40		
	Page 4	
1	I N D E X	
2	THOMAS OLSON - OL PRIVATE COUNSEL 30(B)(6) PAGE	
3	Examination By Ms. Vaughn 8	
4		
5		
6	E X H I B I T S	
7	NUMBER DESCRIPTION PAGE	
8	Exhibit 1 Notice of 30(b)(6) Deposition of 10	
9	OL Private Counsel, LLC	
10	Exhibit 2 Utah Business Search for OL 13	
11	Private Counsel, LLC	
12	Exhibit 3 State of Utah Articles of 14	
13	Organization for Thomas Olson, LLC	
14	Exhibit 4 State of Utah Articles of Amendment 15	
15	to Articles of Organization for	
16	Thomas Olson, LLC	
17	Exhibit 5 Response to Defendant's Third, 21	
18	Fourth, and Fifth Set of	
19	Discovery Requests	
20	Exhibit 6 Services Agreement dated October 23	
21	1, 2020	
22	Exhibit 7 Services Agreement dated September 26	
23	1, 2012 between PTE and OLPC, LLC	
24	Exhibit 8 Services Agreement dated September 32	
25	1, 2012 between OLPCI and PTE	
26	Exhibit 9 Plaintiff OL Private Counsel, 51	
27	LLC's Supplemental Response to	
28	Defendant's First and Second Set	
29	of Discovery Requests	
30	Exhibit 10 Information from Volta Data 65	
31	Centers, with cover e-mail dated	
32	2-27-19, re: SAL Audit E-mail	
33	(Continued)	
34		
	Page 3	
1	E X H I B I T S	
2	NUMBER DESCRIPTION PAGE	
3	Exhibit 23 Documents relating to OL Private 103	
4	Counsel PTE. LTD.	
5	Exhibit 24 Information from the Utah State 107	
6	Bar website on Seth Daniels	
7	Exhibit 25 Re: Velocity Closing Instruction 108	
8	Letter with cover e-mail	
9	Exhibit 26 Screenshot of e-mail from 112	
10	Vladimir Cabiagao to Sam dated	
11	April 24, with cover e-mail from	
12	Timothy Akarapanish	
13	Exhibit 27 Handwritten notes by Ephraim Olson 113	
14	Exhibit 28 Handwritten notes by Ephraim Olson 117	
15	Exhibit 29 Copies from "Box of Documents" 117	
16	with CD Titles "Olson Trust	
17	Settlements"	
18	Exhibit 30 Tables created by Salt Lake Legal, 128	
19	representing scanned documents	
20	Exhibit 31 Assessment After Normal 136	
21	(Re)Assessment Period,	
22	Recommendation Report	
23	Exhibit 32 Stipulation and Settlement 141	
24	Agreement, with cover e-mail	
25	dated 3-7-2019	
26	Exhibit 33 1099 for Carolyn Olson for 2018 143	
27	from OL Private Counsel, LLC	
28	Exhibit 34 Stipulation and Settlement 147	
29	Agreement, with cover e-mail from	
30	Hyrum Olson dated 5-24-1029	
31	Exhibit 35 Article of Incorporation of 151	
32	Whitehall Law, Inc.	
33	Exhibit 36 Stipulation and Settlement Agreement 152	
34	with cover e-mail dated 10-1-2018	
35	(Continued).	
36		
	Page 5	

<p>1 EXHIBITS</p> <p>2 NUMBER DESCRIPTION PAGE</p> <p>3 Exhibit 37 Stipulation and Settlement 153</p> <p>4 Agreement with cover e-mail dated</p> <p>5 1-10-2019</p> <p>6 Exhibit 38 Employment Agreement between OL 178</p> <p>7 Private Counsel, Ltd. And</p> <p>8 Thonggrachang Akarapanich, dated</p> <p>9 December 9, 2016</p> <p>10 Exhibit 39 Employment Agreement between OL 179</p> <p>11 Private Counsel, Ltd. And</p> <p>12 Thonggrachang Akarapanich, dated</p> <p>13 July 1, 2017</p> <p>14 Exhibit 40 Employment Agreement between OL 179</p> <p>15 Private Counsel, Ltd. And</p> <p>16 Thonggrachang Akarapanich dated</p> <p>17 April 1, 2018</p> <p>18 Exhibit 41 Letter written in Thai signed by 179</p> <p>19 Timothy Akarapanich</p> <p>20 Exhibit 42 Employment Agreement between 181</p> <p>21 International Tax Counsel, Ltd</p> <p>22 and Thonggrachang T. Akarapanich</p> <p>23 dated September 1, 2019</p> <p>24 Exhibit 43 Employment Certificate dated May 181</p> <p>25 16, 2020 signed by Jaturong</p> <p>Chuthong</p> <p>Exhibit 44 May 14, 2020 e-mail from Timothy 183</p> <p>Akarapanich re: Resignation Letter</p> <p>Exhibit 45 Communications between Thomas 183</p> <p>Olson and Tim Akarapanich</p> <p>Exhibit 46 6-6-20 e-mail from Timothy 194</p> <p>Akarapanich to Joshua Olson</p> <p>Exhibit 47 6-6-2020 e-mail from Timothy 194</p> <p>Akarapanich to Joshua Olson</p> <p>(Continued)</p> <p>Page 6</p>	<p>1 PROCEEDINGS</p> <p>2</p> <p>3 Thomas Olson,</p> <p>4 called as a witness, being first duly sworn,</p> <p>5 was examined and testified as follows:</p> <p>6</p> <p>7 EXAMINATION</p> <p>8 BY MS. VAUGHN:</p> <p>9 Q. Mr. Olson, my name is Sarah Vaughn. As</p> <p>10 you know, I represent your son in this litigation. Can</p> <p>11 you please state your name and title for the record.</p> <p>12 A. My name is Thomas Howard Olson.</p> <p>13 Q. And what is your title with OLPC?</p> <p>14 A. I am the owner of OLPC.</p> <p>15 Q. Okay. What is your current address?</p> <p>16 A. 7 South Sathorn, Bangkok, Thailand.</p> <p>17 Q. Are there any other addresses that you</p> <p>18 maintain?</p> <p>19 A. Addresses meaning?</p> <p>20 Q. Residences.</p> <p>21 A. Places I stay?</p> <p>22 Q. Yes.</p> <p>23 A. I sometimes stay in Chang Mai, when I'm</p> <p>24 there on business. Sometimes stay in Pine River when</p> <p>25 I'm there on business. And I sometimes stay in London</p> <p>Page 8</p>
<p>1 EXHIBITS</p> <p>2 NUMBER DESCRIPTION PAGE</p> <p>3 Exhibit 48 6-6-2020 e-mail from Timothy 195</p> <p>4 Akarapanich to Joshua Olson with</p> <p>5 Screenshot of communication re:</p> <p>6 Velocity Closing Instruction Letter</p> <p>7 Exhibit 49 6-6-2020 e-mail from Timothy 196</p> <p>8 Akarapanich to Joshua Olson with</p> <p>9 attached screenshot of e-mail</p> <p>10 from Vladimir Cabigao</p> <p>11 Exhibit 50 6-6-2020 e-mail from Timothy 201</p> <p>12 Akarapanich to Joshua Olson</p> <p>13 Exhibit 51 Communications between Thomas 202</p> <p>14 Olson and Timothy Akarapanich</p> <p>15 Exhibit 52 Declaration of Timothy 203</p> <p>16 Akarapanich</p> <p>17 Exhibit 53 October 28, 2020 e-mail from 205</p> <p>18 Timothy Akarapanich to Thomas</p> <p>19 Olson re: Telegram</p> <p>20 Exhibit 54 Communications between Timothy 212</p> <p>21 Akarapanich and Thomas Olson</p> <p>22 Exhibit 55 Billings from Peacock Linder Halt 219</p> <p>23 & Mack</p> <p>24 Exhibit 56 e-mail thread dated October 224</p> <p>25 27-28, 2020 re: Documents, with</p> <p>attachments</p> <p>Exhibit 57 Declaration of Timothy 239</p> <p>Akarapanich</p> <p>Exhibit 58 Line chat history between Tim A. 239</p> <p>And Thomas Olson</p> <p>Page 7</p>	<p>1 when I'm on business.</p> <p>2 Q. Do you maintain residences in any of those</p> <p>3 locations?</p> <p>4 A. What do you mean by "residences"?</p> <p>5 Q. Do you have a home?</p> <p>6 A. Do I have a home? No.</p> <p>7 Q. You are the owner of OLPC and that refers</p> <p>8 to OL Private Counsel, the Utah entity.</p> <p>9 A. LLC, yes.</p> <p>10 Q. And that is the Utah entity in this</p> <p>11 litigation; is that right?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. What is your title with OL Private</p> <p>14 Corporate Counsel International, LTD?</p> <p>15 A. I am director.</p> <p>16 Q. Okay. What is your title with</p> <p>17 International Tax Counsel?</p> <p>18 A. I am -- I don't recall exactly what my</p> <p>19 title is.</p> <p>20 Q. Okay. Did you establish International Tax</p> <p>21 Counsel?</p> <p>22 A. I did not establish it.</p> <p>23 Q. Who did?</p> <p>24 A. Joshua.</p> <p>25 Q. Is that your son, Joshua Olson?</p> <p>Page 9</p>

<p>1 A. Olson.</p> <p>2 Q. What is your title with International</p> <p>3 Commercial Services?</p> <p>4 A. I have no title with that.</p> <p>5 Q. Okay. And what is your title with OL</p> <p>6 Private Counsel PTE, LTD.?</p> <p>7 A. I'm a director.</p> <p>8 Q. Okay.</p> <p>9 (EXHIBIT 1 WAS MARKED.)</p> <p>10 Q. Have you seen this document before,</p> <p>11 Mr. Olson?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. And you understand that you are</p> <p>14 here today to testify on behalf of OL Private Counsel,</p> <p>15 LLC?</p> <p>16 A. Yes.</p> <p>17 Q. And you understand that you are designated</p> <p>18 to testify as to the topics on pages 4 through 6?</p> <p>19 A. Yes.</p> <p>20 Q. And you understand you had a duty to</p> <p>21 prepare for this deposition?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. What did you do to -- well, back</p> <p>24 up. When did OLPC determine that you would be the</p> <p>25 corporate designee for this deposition?</p> <p style="text-align: right;">Page 10</p>	<p>1 right now, but one of the contractors in Canada.</p> <p>2 Q. Who were they a contractor for?</p> <p>3 A. For OL Private Counsel Private Limited.</p> <p>4 Q. Is that OL Private Counsel PTE, LTD?</p> <p>5 A. It is.</p> <p>6 Q. Any other documents that you recall</p> <p>7 looking at in preparation for today's deposition?</p> <p>8 A. I suspect there are others. I just don't</p> <p>9 recall specific documents right now.</p> <p>10 Q. Okay. Did you speak to anybody besides</p> <p>11 your lawyer in preparing for today's deposition?</p> <p>12 A. I did.</p> <p>13 Q. Who?</p> <p>14 A. I spoke with Hyrum Olson and Joshua Olson.</p> <p>15 Q. When did you speak to them?</p> <p>16 A. I have spoken to them several times over</p> <p>17 the last --</p> <p>18 Q. All in preparation for this deposition?</p> <p>19 A. Well, I spoke to them about other matters,</p> <p>20 but I also spoke to them in connection with this</p> <p>21 deposition.</p> <p>22 Q. What did you speak to them about?</p> <p>23 A. About some of the searches that were done</p> <p>24 and so on and so forth.</p> <p>25 Q. Searches for document production?</p> <p style="text-align: right;">Page 12</p>
<p>1 A. I don't recall the exact date. I don't</p> <p>2 know the date.</p> <p>3 Q. When were you told that you would be the</p> <p>4 corporate designee?</p> <p>5 A. That would be some time ago.</p> <p>6 Q. Okay. What did you do to prepare for the</p> <p>7 deposition today?</p> <p>8 A. I reviewed the interrogatories, the</p> <p>9 document requests, something else. There's three</p> <p>10 things. I forget the third thing. And then I looked</p> <p>11 at -- what's that called?</p> <p>12 Q. When did you prepare for this deposition?</p> <p>13 A. During the last few days.</p> <p>14 Q. Okay. So do you remember what else you</p> <p>15 looked at besides the written discovery? Is that a no?</p> <p>16 A. I'm thinking --</p> <p>17 Q. Okay.</p> <p>18 A. -- what documents I looked at.</p> <p>19 I think there was some other documents. I</p> <p>20 just don't recall all the documents I looked at.</p> <p>21 I remember one. I looked at the</p> <p>22 employment contract for Tim and an employment contract</p> <p>23 for one of the Canadians who worked for the firm.</p> <p>24 Q. Who was that?</p> <p>25 A. I don't recall his name as I sit here</p> <p style="text-align: right;">Page 11</p>	<p>1 A. That's correct.</p> <p>2 Q. Did you speak to any other employees of</p> <p>3 OLPC?</p> <p>4 A. No.</p> <p>5 Q. What about any employees of OLPCCIL?</p> <p>6 A. No.</p> <p>7 Q. ITC?</p> <p>8 A. No.</p> <p>9 Q. ICS?</p> <p>10 A. Well, Joshua is an employee of ITC. So to</p> <p>11 clarify, he is an employee of ITC.</p> <p>12 Q. What about ICS?</p> <p>13 A. No.</p> <p>14 Q. What about any employees of OL Private</p> <p>15 Counsel PTE, LTD?</p> <p>16 A. No.</p> <p>17 Q. Okay. When was the corporate structure of</p> <p>18 OLPC established?</p> <p>19 A. I don't recall the exact date.</p> <p>20 Q. Okay. We'll mark Exhibit 2.</p> <p>21 (EXHIBIT 2 WAS MARKED.)</p> <p>22 Q. Mr. Olson I'll represent to you that this</p> <p>23 is from Utah's government website, a business entity</p> <p>24 search that I did yesterday. No, this is one that we</p> <p>25 did on March 16th of 2021. Do you see here that the</p> <p style="text-align: right;">Page 13</p>

<p>1 A. Those are old records. I would have to --</p> <p>2 a person would have to go back and see the payments and</p> <p>3 when they were paid and how they were charged. They</p> <p>4 would be charged -- they could have come from various</p> <p>5 entities charged back to the family plan.</p> <p>6 Q. And are those payments logged at the time</p> <p>7 they are made?</p> <p>8 A. "Logged" meaning?</p> <p>9 Q. Contemporaneous with when the payments are</p> <p>10 made.</p> <p>11 A. Well, there would be a check, if that's</p> <p>12 what you mean, or a wire.</p> <p>13 Q. And what was the nature of Ephraim's</p> <p>14 employment at OLPC?</p> <p>15 A. He was engaged when he was -- when he was</p> <p>16 admitted to the Bar, he was engaged as a lawyer.</p> <p>17 Q. Did he ever sign an employment agreement?</p> <p>18 A. Not that we have found to date.</p> <p>19 Q. Did OLPC keep an employment file for</p> <p>20 Ephraim?</p> <p>21 A. Ephraim was managing that, and we have</p> <p>22 seen no employment file for Ephraim.</p> <p>23 Q. Does OLPC keep employment files on other</p> <p>24 employees?</p> <p>25 A. What does "an employment file" mean?</p> <p style="text-align: right;">Page 62</p>	<p>1 agreement for Ephraim?</p> <p>2 A. Not that we have found.</p> <p>3 Q. Okay. How was Ephraim paid for his work?</p> <p>4 A. Salary, I believe, W-2.</p> <p>5 Q. What was his salary?</p> <p>6 A. It varied. When he first came, it was</p> <p>7 sort of equivalent -- I believe it was in the thirties,</p> <p>8 \$30,000 to \$40,000 range. And then it was raised at</p> <p>9 some later date.</p> <p>10 Q. Were there any documents evidencing the</p> <p>11 changes for that change in salary?</p> <p>12 A. It would be the W-2s. I mean the W-2s</p> <p>13 would show that.</p> <p>14 Q. Any documents showing why the change was</p> <p>15 made?</p> <p>16 A. Not that I'm aware of.</p> <p>17 Q. Okay. When did Ephraim gain access to the</p> <p>18 OLPCIL server?</p> <p>19 A. I don't recall the date on which he would</p> <p>20 have gained access to the server.</p> <p>21 Q. Okay. And would Ephraim have had access</p> <p>22 to the entire server or just specific files?</p> <p>23 A. Ephraim would have had access to most of</p> <p>24 the server, perhaps all the server. People in whom we</p> <p>25 reposed the highest confidence and who would</p> <p style="text-align: right;">Page 64</p>
<p>1 Q. A file where you keep relevant documents</p> <p>2 like an employment agreement, any discipline, W-2</p> <p>3 history, things like that.</p> <p>4 A. I don't know that that would be a</p> <p>5 particular file, but W-2 history would be kept</p> <p>6 somewhere. I'm not aware of any discipline.</p> <p>7 Contracts, when they are forwarded to the head office,</p> <p>8 forwarded to Bangkok, are recorded electronically. So</p> <p>9 there's a place to record electronically contracts. If</p> <p>10 it's not forwarded there, it would be -- I don't know</p> <p>11 where it would be. I would doubt there would be any</p> <p>12 physical files, like file folders, that I'm aware of.</p> <p>13 Q. Okay. So OLPC maintains all of its</p> <p>14 records electronically?</p> <p>15 A. They were supposed to be -- as a general</p> <p>16 rule they are supposed to be maintained electronically.</p> <p>17 Q. But OLPC doesn't have a document</p> <p>18 management system, right?</p> <p>19 A. No.</p> <p>20 Q. So where were they maintained</p> <p>21 electronically?</p> <p>22 A. They would be on the remote server.</p> <p>23 Q. For OLPCIL?</p> <p>24 A. Yes.</p> <p>25 Q. And you have no record of an employment</p> <p style="text-align: right;">Page 63</p>	<p>1 occasionally deal with management type issues would</p> <p>2 typically have broad access to the file, to the server.</p> <p>3 (EXHIBIT 10 WAS MARKED.)</p> <p>4 MS. VAUGHN: I'll represent to counsel,</p> <p>5 you'll note that the Bates number here has a ".01." Do</p> <p>6 you see that, David?</p> <p>7 MR. JORDAN: I do.</p> <p>8 MS. VAUGHN: That is because -- and I'm</p> <p>9 not sure how we transmitted the files to you, if you</p> <p>10 had natives. But the image that was uploaded to our</p> <p>11 document review file cut off some of the information.</p> <p>12 So we went back to the native and printed it as this</p> <p>13 version. That's why it has the ".01." So if you have</p> <p>14 concerns about that, let me know. I think we provided</p> <p>15 natives in our production. I'm not sure. But I just</p> <p>16 wanted to get that out there.</p> <p>17 Q. (By Ms. Vaughn) Mr. Olson, this is an</p> <p>18 e-mail that was sent from Volta Data Centers to various</p> <p>19 individuals, mostly just Joshua, Hyrum, and Ephraim.</p> <p>20 Do you see that?</p> <p>21 A. I see that.</p> <p>22 Q. Okay. Is Volta Data Centers the company</p> <p>23 that maintains the physical server for OLPCIL?</p> <p>24 A. During the time in question, yes.</p> <p>25 Q. Okay. Why are -- do you know why Volta</p> <p style="text-align: right;">Page 65</p>

<p>1 Data Centers is e-mailing people at olsonlemons.com, 2 iCloud accounts, or gMail accounts?</p> <p>3 A. I have no idea.</p> <p>4 Q. Okay. Can you please -- 5 You'll see the original, David, as the 6 third page.</p> <p>7 Could you please turn to the last page of 8 this Exhibit 10. This is a security access list from 9 Volta Data Centers to the company International 10 Commercial Services, LTD. Do you see that?</p> <p>11 A. I see that.</p> <p>12 Q. I believe you testified earlier that it's 13 OLPCIL that has the contract with Volta. Does this 14 refresh your memory that it could be ICS instead?</p> <p>15 A. ICS, being done on behalf of OLPCIL. But 16 OLPCIL paid all the fees and so on. So I'm not sure 17 why that's listed there. But OLPCIL was responsible 18 for it. So why the holding company -- I would only 19 speculate as to why that might or how they might have 20 that name on there.</p> <p>21 Q. Okay. And do you see that as of the date 22 of this e-mail, February 27, 2019, Ephraim Olson, line 23 3 on this table, had all levels of access to this 24 server? Do you see that?</p> <p>25 A. I don't see where it says that.</p> <p style="text-align: right;">Page 66</p>	<p>1 Q. Okay. Do you see that it listed him as a 2 manager under Job Title?</p> <p>3 A. I see that.</p> <p>4 Q. Okay. Is that a manager of ICS?</p> <p>5 A. I don't know where those names came from, 6 why they were put there.</p> <p>7 Q. Okay. Would they have come from Joshua 8 Olson, who is the list owner?</p> <p>9 MR. JORDAN: Objection. Calls for 10 speculation.</p> <p>11 A. I don't know where those names come from.</p> <p>12 Q. Okay. Do you know if the security access 13 list has ever been amended or updated?</p> <p>14 A. I suspect it has been, during the time in 15 question, 2018 to 2020. I suspect it has been changed 16 but I don't know that for sure.</p> <p>17 Q. And would those changes have been 18 documented?</p> <p>19 A. If they were changed, I suspect there 20 would be some kind of communication, whether oral or 21 written, I don't know, between somebody, Mike Gedlaman 22 or Joshua or somebody and Volta.</p> <p>23 I can't speculate as to how changes were 24 made, if they were made internally by, say, one of the 25 IT experts internally. I don't know that. I don't</p> <p style="text-align: right;">Page 68</p>
<p>1 Q. I can provide some additional context for 2 you, Mr. Olson. On the prior page it defines what List 3 Owners, Portal Users, and Fast Track Users are.</p> <p>4 A. Okay. May I take this document apart?</p> <p>5 Q. You can. We will have to make sure it 6 gets put back in the correct --</p> <p>7 A. I'm trying to read this at the same time.</p> <p>8 MR. JORDAN: Don't. You can use mine to 9 look at, but don't take the exhibits apart.</p> <p>10 Why don't we take a break. 11 (Break taken from 11:00 to 11:04 a.m.)</p> <p>12 Q. Mr. Olson, have you had a chance to review 13 this document?</p> <p>14 A. I'm in the process of doing it right now.</p> <p>15 Q. Okay.</p> <p>16 A. I don't know exactly what this means but, 17 Ephraim is checked off as a list owner, a portal user, 18 and a fast track user.</p> <p>19 Q. Okay.</p> <p>20 A. But it says -- it talks about various 21 responsibilities. My understanding was he had access 22 to all or substantially all of the system. I don't see 23 that it says that here, necessarily, but that may well 24 be the -- but that was my understanding generally, that 25 he had access to substantially all of the system.</p> <p style="text-align: right;">Page 67</p>	<p>1 know if Volta had to be involved in that. I don't know 2 that.</p> <p>3 Q. Okay. Does Olson Lemons have access to 4 the OLPCIL server?</p> <p>5 A. No.</p> <p>6 Q. Okay. Do you know why Volta would be 7 e-mailing individuals at an Olson Lemons e-mail account 8 if they should not be accessing that server?</p> <p>9 A. That was just an old e-mail address that 10 forwarded to OL Tax.</p> <p>11 Q. Okay. 12 (EXHIBIT 11 WAS MARKED.)</p> <p>13 Q. Mr. Olson, this is another one of OLPC's 14 responses to written discovery. For now, and you are 15 free to look at the whole thing, but I am particularly 16 interested in Exhibit 1 to this document, which is the 17 last four pages.</p> <p>18 Have you seen this document before?</p> <p>19 A. I have seen this before.</p> <p>20 Q. Okay. Did you help prepare the document?</p> <p>21 A. No. It was prepared by those much smarter 22 than I.</p> <p>23 Q. Who was it prepared by?</p> <p>24 A. I believe it was prepared by someone in -- 25 some of the IT experts.</p> <p style="text-align: right;">Page 69</p>

<p>1 Q. Do you know their names?</p> <p>2 A. No, I don't know the name of the person or</p> <p>3 persons who assembled this information for me.</p> <p>4 Q. Okay. Do you know the source material for</p> <p>5 the columns?</p> <p>6 A. This would have been -- it would have been</p> <p>7 off the computer record, but I'm not sure exactly what</p> <p>8 portion of the computer record would have this.</p> <p>9 Q. Okay. If you could turn to the last page.</p> <p>10 Just above the mid-point of the document you see an</p> <p>11 entry for OL Private Counsel Ephraim Olson. Do you see</p> <p>12 that?</p> <p>13 A. I see that.</p> <p>14 Q. Okay. And this document purports to</p> <p>15 represent that his access to the server started prior</p> <p>16 to January 1, 2018. Do you see that?</p> <p>17 A. I see that.</p> <p>18 Q. Do you know the date that that access</p> <p>19 started?</p> <p>20 A. I think I mentioned earlier, I don't know</p> <p>21 when he first got access to the servers.</p> <p>22 Q. Okay. And it says that the access to the</p> <p>23 server ended on September 1, 2019. Do you see that?</p> <p>24 A. I see that.</p> <p>25 Q. Where did that date come from?</p> <p style="text-align: right;">Page 70</p>	<p>1 documents which would support the information in the</p> <p>2 last column of this table?</p> <p>3 A. There would be some kind of computer</p> <p>4 record, I assume, that would show that. I'm assuming</p> <p>5 that.</p> <p>6 Q. Okay. The allegations in this case,</p> <p>7 Mr. Olson, and I am paraphrasing here, I realize this</p> <p>8 will not be correct, but are generally that Ephraim</p> <p>9 Olson improperly obtained access to OLPC's private</p> <p>10 confidential information. Is that your understanding</p> <p>11 of the general nature of this lawsuit?</p> <p>12 MR. JORDAN: Objection. Misstates the</p> <p>13 pleadings.</p> <p>14 A. Got access to documents, yes. He got</p> <p>15 access to documents to which he wasn't entitled to get.</p> <p>16 Q. Okay. Let's go through those documents.</p> <p>17 (EXHIBIT 12 WAS MARKED.)</p> <p>18 Q. Mr. Olson, do you recognize this document?</p> <p>19 A. I do recognize the document, yes.</p> <p>20 Q. What is it?</p> <p>21 A. It looks like it's a summary of trusts</p> <p>22 with some information, well, it speaks for itself, but</p> <p>23 summarizing information about the trust.</p> <p>24 Q. Who created this document?</p> <p>25 A. It would have been created by one of the</p> <p style="text-align: right;">Page 72</p>
<p>1 A. It came from the computer logs, I assume,</p> <p>2 that they gathered, whatever computer records they had</p> <p>3 to gather to demonstrate this.</p> <p>4 Q. So you think there are documents that back</p> <p>5 up this table?</p> <p>6 A. I assume there's some kind of a computer</p> <p>7 log that shows that.</p> <p>8 Q. Okay. And then it says he had access to</p> <p>9 client files on matters for which the individual was</p> <p>10 performing those services. Do you see that?</p> <p>11 A. I see that.</p> <p>12 Q. It says that for everyone; is that correct?</p> <p>13 A. Right.</p> <p>14 Q. Okay. Where does that information come</p> <p>15 from?</p> <p>16 A. That would be on some kind of a computer</p> <p>17 record that showed accesses to -- showing that -- that</p> <p>18 phrase refers to, as I -- I can't say. Those are not</p> <p>19 my words, so I believe it just means -- I'm</p> <p>20 speculating.</p> <p>21 Q. Do you know whose words they are?</p> <p>22 A. That would either be the words that come</p> <p>23 off the computer, or the words that some IT person</p> <p>24 would have put in there.</p> <p>25 Q. Okay. So again, you think that there are</p> <p style="text-align: right;">Page 71</p>	<p>1 lawyers.</p> <p>2 Q. For which entity?</p> <p>3 A. Well, one of the lawyers for the firm</p> <p>4 would have summarized this for all of the trusts.</p> <p>5 Q. And what firm are you talking about?</p> <p>6 A. Well, this would have probably been done</p> <p>7 in ITCL, but it could have been prepared somewhere</p> <p>8 else. But probably ITCL.</p> <p>9 Q. Okay. Do you know when it was created?</p> <p>10 A. I don't know the date it was created.</p> <p>11 Q. Was it created for OLPC?</p> <p>12 A. It was created for use by any lawyers that</p> <p>13 had need to look at this information.</p> <p>14 Q. And who did those lawyers -- what entity</p> <p>15 did those lawyers work for?</p> <p>16 A. They could have worked for or could have</p> <p>17 been contractors with OLPTE, ICL, they could have been</p> <p>18 any of the contractors that had a need to go through</p> <p>19 this particular information on a client, on a trust.</p> <p>20 Q. Does this document -- to which client does</p> <p>21 this document refer, the individual or the -- yeah, to</p> <p>22 which client does this document refer?</p> <p>23 A. Sorry?</p> <p>24 Q. Does this document refer to a specific</p> <p>25 client of OLPCCIL?</p> <p style="text-align: right;">Page 73</p>

<p>1 fact that all of our previous thinking and what we had 2 thought about in previous drafts, including all the 3 changes that were sent prior to sending a final offer, 4 affected our ability to be able to close a settlement 5 with Carolyn because of the fact they saw that we 6 thought about other things, and perhaps thought about 7 paying more money and so on and so forth at previous 8 times.</p> <p>9 Q. Does OLPC still represent you in the 10 divorce?</p> <p>11 A. It does.</p> <p>12 Q. By who? Who is the lawyer?</p> <p>13 A. OLPC has engaged -- well, put it this way: 14 Tom Burns is my lawyer here, but it continues to 15 provide services to Tom Burns in connection with the 16 divorce.</p> <p>17 Q. Who is the lawyer that provides those 18 services?</p> <p>19 A. Well, there are several of them.</p> <p>20 Q. Who are they?</p> <p>21 A. Names of the lawyers?</p> <p>22 Q. Yeah.</p> <p>23 A. That would include Hyrum.</p> <p>24 Q. I didn't think he worked for OLPC anymore. 25 I thought you said he works for OLPCIL.</p> <p style="text-align: right;">Page 162</p>	<p>1 costs? What are you going to use?</p> <p>2 A. It's going to be the way we calculate all 3 fees.</p> <p>4 Q. Whose fees are you calculating? Like, 5 you're going to get a document -- you are going to get 6 a document from David, you are going to get presumably 7 a document from whatever lawyer works for OLPC. What 8 documents are you going to use to calculate those 9 damages?</p> <p>10 MR. JORDAN: Objection. Calls for 11 speculation.</p> <p>12 A. That will be determined at some later 13 date.</p> <p>14 Q. Okay. What is your method of calculating 15 those damages?</p> <p>16 A. One of the methods is trying to determine 17 the time spent and what it was --</p> <p>18 Q. The time spent by whom? That's what I'm 19 trying to get at. Whose legal fees?</p> <p>20 A. By anybody in the organization who was 21 required to work to solve the problems caused by the 22 disclosure of information by OLPC.</p> <p>23 Q. Okay. And is the allegation that the 24 divorce settlement fell apart because of these sharing 25 of these documents? Because you're getting a divorce</p> <p style="text-align: right;">Page 164</p>
<p>1 A. He gets paid -- everybody gets paid by 2 OLPCCI indirectly. PCCI pays all the contractors, 3 either through PTE or through OLPC or some other 4 entity.</p> <p>5 Q. Okay. So is it OLPCIL that has incurred 6 damages as a result of the sharing of these documents, 7 or is it OLPC?</p> <p>8 A. OLPC is going to be having to pay for all 9 of those damages.</p> <p>10 Q. Okay. And where --</p> <p>11 A. It's going to get a bill for the services.</p> <p>12 Q. And where are those bills? Do they exist 13 today?</p> <p>14 A. No. When the work is all done and tallied 15 up, they will be billed.</p> <p>16 Q. Are you talking about your legal fees in 17 this case?</p> <p>18 A. I'm talking about any costs incurred by 19 OLPC in connection with having to resolve the problems 20 caused by these improper disclosures.</p> <p>21 Q. And to date, what are those costs?</p> <p>22 A. I don't know what they are. We will know 23 them when we are finished. We are only part way 24 through this.</p> <p>25 Q. And how are you going to calculate those</p> <p style="text-align: right;">Page 163</p>	<p>1 no matter what, right? So you are incurring fees for 2 your divorce no matter what. So help me explain the 3 difference. Where do the increased costs come from?</p> <p>4 A. The increased --</p> <p>5 MR. JORDAN: Objection. Asked and 6 answered.</p> <p>7 A. The increased costs come from -- I have 8 already talked about a lot of these things, so if you'd 9 like me to review them I can review them ad seriatim. 10 We talked about a settlement. We understood it was 11 acceptable, and then documents start going out, then 12 it's not acceptable anymore. Then a divorce is finally 13 filed, after two settlement proposals are made.</p> <p>14 Q. Who filed the divorce?</p> <p>15 A. I filed the divorce.</p> <p>16 Q. Okay. Continue.</p> <p>17 A. And in the counter petition, information 18 that came from the other breaches here show up in the 19 counter petition. That information was confidential, 20 it shows up in the counter petition and then all of the 21 sudden the Mareva injunction and in a stipulation and 22 in an alimony order and in a whole bunch of other 23 places. All this information all starts to percolate 24 up, causing tremendous harm and damage that OLPC has to 25 go -- OLPCCI is required now to fix and charge back to</p> <p style="text-align: right;">Page 165</p>

<p>1 Q. Ephraim Olson.</p> <p>2 A. Yes, converted a bunch of documents and</p> <p>3 confidential information. OLPCCL, the law firm, is</p> <p>4 required to spend a bunch of time to help undo that</p> <p>5 damage.</p> <p>6 Q. And what is that damage?</p> <p>7 A. I have already told you that. The damage</p> <p>8 is the Mareva injunction was brought against me, and</p> <p>9 I'm a client that suffered as a result of the</p> <p>10 impairment, as well as other legal entities, and other</p> <p>11 lawsuits.</p> <p>12 Q. Okay. So the damage is the lawsuits.</p> <p>13 A. The damage is the work that PCCIL has to</p> <p>14 do to help deal with the damage followed from the</p> <p>15 lawsuits.</p> <p>16 Q. Okay. How does that damage get transferred</p> <p>17 to OLPC?</p> <p>18 A. It's going to get billed for all that work</p> <p>19 and all the -- because OLPCCL has only its time to</p> <p>20 offer to provide its services to its clients. And now</p> <p>21 it's providing for a bunch of unbilled time and a bunch</p> <p>22 of time that it is going to have to spend to solve</p> <p>23 problems created by these defalcations.</p> <p>24 Q. So the damage are the legal fees that</p> <p>25 OLPCCL will incur in those lawsuits?</p> <p style="text-align: right;">Page 170</p>	<p>1 these matters may -- some of the issues may be</p> <p>2 resolved. It's not the lawsuit itself. It's not the</p> <p>3 lawsuit. Tom Burns is dealing with that. It has</p> <p>4 nothing to do with that. What this has to do with is</p> <p>5 the issues that arise because of the disclosure.</p> <p>6 Q. And those issues arise in the lawsuits,</p> <p>7 right?</p> <p>8 A. Well, those are some of the issues in the</p> <p>9 lawsuits. Not exclusively, but those are some of the</p> <p>10 issues.</p> <p>11 Q. Okay.</p> <p>12 A. Those are the issues we are talking about.</p> <p>13 Q. And when will those issues be resolved?</p> <p>14 MR. JORDAN: Objection. Calls for</p> <p>15 speculation.</p> <p>16 Q. Will they be resolved when the lawsuits</p> <p>17 are complete?</p> <p>18 A. They may be resolved before then.</p> <p>19 Q. How?</p> <p>20 MR. JORDAN: Objection. Calls for</p> <p>21 speculation.</p> <p>22 A. Litigation has its own ways of dealing</p> <p>23 with issues. It doesn't follow a clear path always.</p> <p>24 Q. Okay. So you believe those issues could</p> <p>25 be resolved even if the litigations are going forward?</p> <p style="text-align: right;">Page 172</p>
<p>1 A. It won't be just legal fees. There's</p> <p>2 accounting fees. There will be lots of other kinds of</p> <p>3 service fees. IT fees and so on and so forth.</p> <p>4 Q. But they are the fees that OLPCCL will</p> <p>5 incur related to those lawsuits; is that right?</p> <p>6 A. That it will incur to help right the</p> <p>7 wrongs caused by the default information. That is</p> <p>8 correct.</p> <p>9 Q. Okay.</p> <p>10 A. OLPC itself at this point has suffered.</p> <p>11 We live in a small community. OLPC was known to many</p> <p>12 of the clients in Canada. It is a small community, and</p> <p>13 when things like the Mareva injunction, for example,</p> <p>14 were passed out and so on, it doesn't just harm Tom</p> <p>15 Olson's name. It harms the entire law firm's name.</p> <p>16 Whether we can continue to use OLPC in the future is</p> <p>17 under serious doubt at this point.</p> <p>18 Q. Okay.</p> <p>19 A. But that decision is not one that has yet</p> <p>20 been taken on.</p> <p>21 Q. So am I correct in assuming that OLPC will</p> <p>22 not be able to accurately calculate its damages in this</p> <p>23 case until the divorce is finalized and all of the</p> <p>24 other lawsuits are resolved? Is that right?</p> <p>25 A. No, that's not true. Because some of</p> <p style="text-align: right;">Page 171</p>	<p>1 A. Yeah. The issues could be.</p> <p>2 Q. Okay. And help me -- let's take a break.</p> <p>3 (Break taken from 3:20 to 3:29 p.m.)</p> <p>4 Q. We talked a lot about the issues that were</p> <p>5 created because of the sharing of the documents. Have</p> <p>6 you identified all of those issues today?</p> <p>7 A. Can you repeat your question?</p> <p>8 Q. Yes. Have you identified all of the</p> <p>9 issues created by Ephraim's alleged sharing of these</p> <p>10 documents?</p> <p>11 A. "Issues" meaning the use of them, the harm</p> <p>12 done?</p> <p>13 Q. The harm.</p> <p>14 A. The harm done. Yes.</p> <p>15 Well, as I said, there's ongoing matters</p> <p>16 of other lawsuits and stuff that, at this point, that</p> <p>17 he may or may not have been involved in in passing on</p> <p>18 either converted documents or related confidential</p> <p>19 information.</p> <p>20 Q. Okay. And my understanding is that</p> <p>21 sitting here today, you cannot quantify those damages</p> <p>22 for me; is that right?</p> <p>23 A. Today I can't quantify them.</p> <p>24 Q. And my understanding is that sitting here</p> <p>25 today you do not know when you will be able to quantify</p> <p style="text-align: right;">Page 173</p>

<p>1 those damages; is that right?</p> <p>2 A. No, I don't know when we be able to</p> <p>3 quantify those.</p> <p>4 Q. Okay. What are the terms of Ephraim's --</p> <p>5 first, we have talked about you do not have a copy of</p> <p>6 Ephraim's employment agreement; is that right?</p> <p>7 A. No.</p> <p>8 Q. No, that is correct; or no, that is not</p> <p>9 right?</p> <p>10 A. I'm sorry. I do not have a copy of his</p> <p>11 employment contract.</p> <p>12 Q. Okay. Thank you. Do you know if an</p> <p>13 employment agreement ever existed?</p> <p>14 A. A written employment -- an employment</p> <p>15 agreement existed. A written employment agreement,</p> <p>16 you're asking?</p> <p>17 Q. A written employment agreement.</p> <p>18 A. I don't know the answer to that.</p> <p>19 Q. What are the terms of Ephraim's employment</p> <p>20 agreement that OLPC believes his possession or sharing</p> <p>21 of the documents we have gone over breached?</p> <p>22 A. It would be the keeping of confidential</p> <p>23 information confidential, and returning confidential</p> <p>24 documents, as well as all of the additional ethical</p> <p>25 obligations that affect lawyers.</p> <p style="text-align: right;">Page 174</p>	<p>1 Q. It is my understanding that the trust</p> <p>2 documents were all obtained post employment; is that</p> <p>3 right?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. So the only documents that would</p> <p>6 have fallen under that term of returning confidential</p> <p>7 information are the divorce related documents; is that</p> <p>8 correct?</p> <p>9 A. And the box of documents.</p> <p>10 Q. Okay.</p> <p>11 A. And his notebooks and One Note.</p> <p>12 Q. Okay. So are you alleging today that his</p> <p>13 notebooks and the One Note are OLPC's confidential</p> <p>14 documents?</p> <p>15 A. Yeah. He's got confidential information</p> <p>16 that should have been returned.</p> <p>17 Q. Okay. But you don't have any evidence</p> <p>18 that those notebooks or One Note have been shared</p> <p>19 and/or caused any damage to OLPC, do you?</p> <p>20 A. At this point I'm not aware of the books</p> <p>21 themselves being shared, although information in there</p> <p>22 may have been. But the books themselves I'm not aware.</p> <p>23 Q. And One Note?</p> <p>24 A. Same answer.</p> <p>25 Q. Okay. Have you ever seen the box of</p> <p style="text-align: right;">Page 176</p>
<p>1 Q. Okay. And the requirement to keep</p> <p>2 confidential information confidential, was that a term</p> <p>3 that was intended to last for more than one year?</p> <p>4 A. Well, when it comes to confidential client</p> <p>5 information, that would be in perpetuity, as long as</p> <p>6 it's confidential.</p> <p>7 Q. Okay. So that's a yes?</p> <p>8 A. The answer is yes, for that kind of</p> <p>9 information it would be in perpetuity.</p> <p>10 Q. Okay. And the returning of confidential</p> <p>11 information, it's my understanding that the only</p> <p>12 confidential information we have gone over today that</p> <p>13 Ephraim -- let me back up.</p> <p>14 I think of these documents that we went</p> <p>15 over today sort of as two buckets. One is the trust</p> <p>16 documents that he got from Tim A. and/or may have come</p> <p>17 from the box of documents, like all those trust</p> <p>18 documents. And then I have the divorce settlement</p> <p>19 documents. Do you see that distinction that I'm</p> <p>20 drawing?</p> <p>21 A. Yes, I do.</p> <p>22 Q. Okay. And you said that you believed</p> <p>23 Ephraim breached the requirement of returning</p> <p>24 confidential information.</p> <p>25 A. Yes.</p> <p style="text-align: right;">Page 175</p>	<p>1 documents?</p> <p>2 A. The physical box or documents?</p> <p>3 Q. Yes.</p> <p>4 A. I have not.</p> <p>5 Q. Has anybody at OLPC ever seen that box of</p> <p>6 documents?</p> <p>7 MR. JORDAN: Do you mean to include</p> <p>8 counsel?</p> <p>9 MS. VAUGHN: No.</p> <p>10 A. I believe that Hyrum has seen some or all</p> <p>11 of the documents, and I know Hyrum has gone through the</p> <p>12 list of all the documents. But as I sit here right</p> <p>13 now, I can't recall if Hyrum has looked at the</p> <p>14 documents or copies of those documents. I can't say</p> <p>15 that. I don't recall.</p> <p>16 Q. All right. When did OLPC learn that</p> <p>17 Ephraim allegedly obtain the improper access to its</p> <p>18 documents?</p> <p>19 A. I believe it was -- I believe it was</p> <p>20 either October or November of 2020.</p> <p>21 Q. Okay. And did that information come from</p> <p>22 Tim A.?</p> <p>23 A. Pardon me? Can you repeat the question,</p> <p>24 please?</p> <p>25 Q. Did that information come from Tim A.?</p> <p style="text-align: right;">Page 177</p>

<p>1 REPORTER'S CERTIFICATE</p> <p>2</p> <p>3 STATE OF UTAH)</p> <p>4) ss.</p> <p>5 COUNTY OF SALT LAKE)</p> <p>6</p> <p>7 I, Diana Kent, Registered Professional</p> <p>8 Reporter and Notary Public in and for the State of</p> <p>9 Utah, do hereby certify:</p> <p>10 That prior to being examined, the witness,</p> <p>11 Thomas Olson, was by me duly sworn to tell the truth,</p> <p>12 the whole truth, and nothing but the truth;</p> <p>13 That said deposition was taken down by me</p> <p>14 in stenotype on February 15, 2023, at the place therein</p> <p>15 named, and was thereafter transcribed and that a true</p> <p>16 and correct transcription of said testimony is set</p> <p>17 forth in the preceding pages;</p> <p>18 I further certify that, in accordance with</p> <p>19 Rule 30(e), a request having been made to review the</p> <p>20 transcript, a reading copy was sent to Attorney David</p> <p>21 Jordan for the witness to read and sign, and the</p> <p>22 original transcript will be delivered to Attorney Sarah</p> <p>23 Vaughn for safekeeping.</p> <p>24</p> <p>25 I further certify that I am not kin or</p> <p>otherwise associated with any of the parties to said</p> <p>cause of action and that I am not interested in the</p> <p>outcome thereof.</p> <p>WITNESS MY HAND AND OFFICIAL SEAL this</p> <p>22nd day of February, 2023.</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23 <i>Diana Kent</i></p> <p>24 Diana Kent, RPR, CRR</p> <p>25 Notary Public</p> <p>Residing in Salt Lake County</p> <p style="text-align: right;">Page 250</p>																																																							
<p>1 Case: OL Private Counsel v. Ephraim Olson</p> <p>2 Case No.: 2:21-CV-00455-DBB's</p> <p>3 Reporter: Diana Kent</p> <p>4 Date taken: February 15, 2023</p> <p>5</p> <p>6 WITNESS CERTIFICATE</p> <p>7</p> <p>8 I, THOMAS OLSON, HEREBY DECLARE:</p> <p>9 That I am the witness in the foregoing</p> <p>10 transcript; that I have read the transcript and know</p> <p>11 the contents thereof; that with these corrections I</p> <p>12 have noted this transcript truly and accurately</p> <p>13 reflects my testimony.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">PAGE-LINE</th> <th style="width: 55%;">CHANGE/CORRECTION</th> <th style="width: 30%;">REASON</th> </tr> </thead> <tbody> <tr><td>9</td><td></td><td></td></tr> <tr><td>10</td><td></td><td></td></tr> <tr><td>11</td><td></td><td></td></tr> <tr><td>12</td><td></td><td></td></tr> <tr><td>13</td><td></td><td></td></tr> <tr><td>14</td><td></td><td></td></tr> <tr><td>15</td><td></td><td></td></tr> <tr><td>16</td><td></td><td></td></tr> <tr><td>17</td><td></td><td></td></tr> <tr><td>18</td><td></td><td></td></tr> <tr><td>19</td><td></td><td></td></tr> <tr><td>20</td><td></td><td></td></tr> <tr><td>21</td><td></td><td></td></tr> <tr><td>22</td><td></td><td></td></tr> <tr><td>23</td><td></td><td></td></tr> <tr><td>24</td><td></td><td></td></tr> <tr><td>25</td><td></td><td></td></tr> </tbody> </table> <p>No corrections were made.</p> <p>I, THOMAS OLSON, HEREBY DECLARE UNDER THE</p> <p>PENALTIES OF PERJURY OF THE LAWS OF THE UNITED STATES</p> <p>OF AMERICA AND THE LAWS OF THE STATE OF UTAH THAT THE</p> <p>FOREGOING IS TRUE AND CORRECT.</p> <p>23 _____</p> <p>24 Thomas Olson</p> <p>25 _____</p> <p>Date Signed</p> <p style="text-align: right;">Page 251</p>	PAGE-LINE	CHANGE/CORRECTION	REASON	9			10			11			12			13			14			15			16			17			18			19			20			21			22			23			24			25			
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